

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-06-0525		PAGE 1 OF 19		
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-06-Q-0408		
7. FOR SOLICITATION INFORMATION CALL:		a.NAME Leslie Simpson (703) 767-8536			b. TELEPHONE NUMBER (no collect calls) Phone: See Block 7A Fax: (703) 767-8757		8. OFFER DUE DATE/LOCAL TIME March 15, 2006, 12:00 Noon, Local Time, Fort Belvoir, Virginia	
9. ISSUED BY Defense Energy Support Center Electricity Branch, Installation Energy 8725 John J. Kingman Road, Suite 3827 Fort Belvoir, VA 22060-6222 Buyer/Symbol: Leslie Simpson/DESC-APE Email: Leslie.Simpson@dla.mil Phone: (703) 767-8536 Fax: (703)-767-8757				CODE SP0600		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAICS: 221119 SIZE STND: 4 million MWh*		
						11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		
						12.DISCOUNT TERMS		
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		
						13b. RATING <div style="text-align: center;">K</div>		
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO See Schedule				CODE		16. ADMINISTERED BY See Block 9		
						CODE SP0600		
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY See Paragraph B of Clause C802				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
See Part I		Renewable Energy Certificates (REC) <i>(Attach additional sheets as necessary)</i>		90,000,000		kWh		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>				
30b. NAME AND TITLE OF SIGNER <i>(Type or Print)</i>				31b. NAME OF CONTRACTING OFFICER <i>(Type or Print)</i> ANDREA L. KINCAID				
30c. DATE SIGNED				31c. DATE SIGNED				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER		
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR		
32c. DATE				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		
				42a. RECEIVED BY <i>(Print)</i>		37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT <i>(Location)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42c. DATE REC'D (YY/MM/DD)		40. PAID BY		
				42d. TOTAL CONTAINERS				

Continuation of SF1449, Block 8:

TECHNICAL DATA & FINAL PRICING

Due by **12:00 Noon**, local Fort Belvoir, VA time on **15 March 2006:**

1. Standard Form 1449
2. Certifications and Representations,
3. Technical Proposal, and
4. Past Performance Proposal,
5. Attachment III, Final Pricing

NOTE: All exceptions to the solicitation must be received with the Technical Data. The Government reserves the right NOT to accept exceptions received after the Technical Data due date.

PART I

1. SUPPLIES TO BE FURNISHED (ELECTRICITY)(RENEWABLE ENERGY CERTIFICATES)

(a) The quantities shown below are best estimates only of the Government's requirements for the contract period. The Contractor shall furnish all Renewable Energy Certificates as defined in the STATEMENT OF WORK/SPECIFICATIONS (RENEWABLE ENERGY CERTIFICATES) clause. Contract performance shall be accomplished in accordance with the terms and conditions of this contract.

(b) As used throughout this solicitation/contract, **kW** means kilowatt; **kWh** means kilowatt-hour; **MW** means megawatt; **MWh** means megawatt hour; **EPA** means Environmental Protection Agency; and **REC** means Renewable Energy Certificate, otherwise referred to as Renewable Energy Credits, Tradable Renewable Certificates, or Green Tags.

(c) The Government is soliciting offers for Renewable Energy Certificates for the Environmental Protection Agency.

<u>Line Item</u>	<u>Location/</u>		<u>Total</u>	<u>Bi-Annual</u>
<u>Number</u>	<u>Facility Name</u>	<u>Type*</u>	<u>Quantity</u>	<u>Quantity</u>
1150d	EPA Washington, DC	Wind & Solar Only	90,000,000 kWh	30,000,000 kWh

*NOTE 1: Each type of Renewable Energy Certificate being offered for the above line items must be specified individually on the Attachment III.

(d) The Government is soliciting offers for an 18 month delivery period commencing 1 April 2006 and ending on 30 September 2007.

(e) The bi-annual quantity of the annual REC requirement shall be transferred to the Government on a bi-annual basis.

(f) The Government is soliciting offers on a Firm Fixed Price basis for the Renewable Energy Certificates.

(DESC 52.207-9F74)

B1.08-1 (DESC AUG 2003)

2. STATEMENT OF WORK/SPECIFICATIONS (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)

STATEMENT OF WORK. The Government is seeking the purchase of RECs for the facility listed in Clause B1.08-1, SUPPLIES TO BE FURNISHED (ELECTRICITY)(RENEWABLE ENERGY CERTIFICATES). The term **new**, for these EPA requirements, is defined to include any eligible renewable facilities beginning operation on or after 3 June 1999, the issuance date of the Executive Order. All offerors must provide RECs that meet the requirements for being 100% "new" resources.

RENEWABLE ENERGY CERTIFICATE VINTAGE

For the purposes of this contract, to qualify as eligible RECs under this contract, the RECs must be generated during the contract year of the period of performance, six (6) months immediately preceding each contract year of the period of performance, and three (3) months immediately following each contract year of the period of performance. The period of performance is 1 April 2006 through 30 September 2007. The contract years are identified as the following:

Year 1: 1 April 2006 through 31 March 2007
Year 2: 1 April 2007 through 30 September 2007

An independent third party verification audit is required for this contract, whereas independent means the third party has no commercial interest in the sale of the RECs. All offerors must provide a verification plan that will be utilized under any resultant contract, which is subject to DESC's approval. At a minimum, the verification shall include an annual audit report, performed by a Certified Public Accountant, within one hundred and twenty (120) calendar days after the delivery date. In the event additional time is required in order to submit the annual audit report, please indicate the number of days required on Attachment I. Any exceptions to the 120 calendar day requirement will be subject to DESC's approval. The audit report shall focus on the following areas of reporting as identified below:

Environmental Protection Agency

- (1) An affidavit attesting that the REC product content for the past calendar year was sufficiently generated in order to meet the quantity, renewable type, vintage and on-line date identified in the contract specifications.
- (2) An affidavit indicating that:
 - (i.) The offeror has not sold and will not sell the renewable power twice (as either a renewable power product or as a REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;
 - (ii.) The seller has transferred to the Environmental Protection Agency (or has permanently retired on behalf of the Environmental Protection Agency) the right to all emission reduction credits/allowances directly attributable to the generating unit from which the RECs are based and to which the generator is entitled, without the emission credits/allowances having been sold off separately and/or used for compliance with any local, state, or federal government regulatory requirement. At a minimum, NOx, SOx and greenhouse gas credits/allowances must be transferred or retired on behalf of the Environmental Protection Agency.
 - (iii.) The offeror has not sold and will not sell any emission allowances/credits, or other environmental attributes associated with renewable power/RECs, and
 - (iv.) The renewable power/REC that is used to fulfill the requirements of this solicitation are also not being used and will not be used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.
 - (v.) The contractor will forward the third party verification audit report to the purchaser and note any contract deficiencies.

The contractor shall also provide the Environmental Protection Agency with an Attestation Form, Attachment V, (as required in Section 2b) with its invoicing, from the Renewable Generator and the REC Provider.

(b) **INVOICE AND PAYMENT.** All invoicing shall be based on the biannual amount of RECs delivered to the Government calculated from the total dollar amount awarded, as listed in Section 1c, above. RECs shall be transferred to the Government on a bi-annual basis. Invoices shall be submitted no earlier than the end of each bi-annual period. The bi-annual period begins on the date that the contract is awarded. Invoices received prior to the end of each bi-annual period will not be paid until the period is completed. The Contractor may only invoice for the bi-annual amount of the yearly dollar value as identified in Section 1c. A three-month true-up period will commence at the end of each contract year to ensure total contracted quantity of RECs identified is generated and transferred.

Prior to payment of the invoice, a Renewable Energy Certificate of Transfer (Attachment IV), and the Attestation Forms (Attachment V), completed by both the REC Provider and the Generator shall be submitted.

In addition to the invoicing requirements, the contractor must complete the Emissions Documentation Form, Attachment VI. The form is requesting information on whether the generating source facilities are located in emissions cap and trade program areas, and which emissions are/are not conveying to the end use purchaser. At a minimum, information shall be provided on NOx, SOx and greenhouse gas credits/allowances.

For the purposes of this contract, the address designated to receive invoices in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2001), paragraph (g), is considered to be that of:

PRIMARY:

Bill Payment/Invoice Approval
 Kim Poteat, RTP, US EPA
 USEPA Mailroom – Mail Code D143-02
 Research Triangle Park, NC 27711
 (919) 541-1468

WITH COPY TO:

Justin A. Spenillo – US EPA
 Green Power Coordinator
 1200 Pennsylvania Ave, NW
 Rm M-310B, RRB, MC-3204R
 Washington, DC 20460

For the purposes of this contract, the payment to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2001), paragraph (i) refers to the payment made by the Government against the Contractor's invoice.

(c) **RECORD KEEPING.** The Government reserves the right to validate source and transaction history as indicated in (a) above, in order to verify certification process utilized, and to ensure proper reporting of the sale of renewable certificates under any resultant contract. The Contractor must meet all applicable Local, State and Federal documentation

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requirements necessary to successfully complete any contract. These records shall be made available to DESC or to any party designated by DESC as authorized to request this data.

(d) **RENEWABLE ENERGY CERTIFICATE OWNERSHIP:** Title of RECs, and all environmental attributes, including any attendant emission credits, shall pass to the Government at the time of receipt of invoice.

(e) **POINT OF DELIVERY.** For any resulting contract, for all items, the delivery point for all documentation will be as follows:

PRIMARY:**Bill Payment/Invoice Approval**

Kim Poteat, RTP, US EPA
USEPA Mailroom – Mail Code D143-02
Research Triangle Park, NC 27711
(919) 541-1468

WITH COPY TO:

Justin A. Spenillo – US EPA
Green Power Coordinator
1200 Pennsylvania Ave, NW
Rm M-310B, RRB, MC-3204R
Washington, DC 20460

(DESC 52.246-9F24)

C802 (DESC AUG 2003)

3. CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) **Commercial and Government Entity (CAGE) code** means—

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

(3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(4) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

(i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(ii) The Contractor’s CAGE code is in the CCR database; and

(iii) The Government has validated all mandatory data fields and has marked the records “**Active.**”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS+4**” followed by the DUNS or DUNS+4 number that identified the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

- (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—
- (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.
- (h) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.204-7/DFARS 252.204-7004)

II.07 (ALTERNATE A) (OCT 2003/NOV 2003)

4. TYPE OF CONTRACT

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(FAR 52.216-1)

L74 (APR 1984)

**PART II
(INSTRUCTIONS AND EVALUATION)**

1. INSTRUCTIONS TO OFFERORS (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)

(a) OFFEROR'S PROPOSAL.

(1) An offeror must propose to supply the total line item quantity for the line item(s) identified in the Schedule. Failure to offer the total line item quantity will preclude Government evaluation and award to the offeror for the line item(s). If an offeror chooses to submit more than one offer, it may do so by submitting a separate price submittal for each.

(2) **PART I - EXECUTED RFP.** The original Part I shall contain original signatures. The executed RFP shall consist of the following:

(i) Standard Form 1449, Solicitation, Contract, Order for Commercial Items, with Blocks 17, and 30A through 30C completed. By completing Blocks 30A through 30C the offeror agrees to the terms and conditions of the RFP.

(ii) The Offeror Representations and Certifications.

(iii) Completed Attachment III, Pricing.

(iv) **FACSIMILE PROPOSALS** Pursuant to the FACSIMILE PROPOSALS provision, the offeror must submit a hard copy of the original signed offer, which must be received within 3 working days of the opening/closing date. The telephone number for the receipt of facsimile proposals is: 703-767-8757.

(3) **PART II –TECHNICAL PROPOSAL SUBMISSION.** To substantiate meeting general and special responsibility criteria stated in the RFP, the offeror shall submit the following:

(i) A description of how the offeror intends to supply (supply plan) the RECs required by this solicitation. The supply plan (Attachment I) must include the power source (type of REC), location of source facility, a listing of the renewable electrical generation capacity and the date the capacity came into service, which will satisfy the requirements of meeting “new” sources as outlined in Part I, (2)(a); and

(ii) A plan that will describe the third party verification method to be utilized. The plan submitted is subject to DESC’s approval. If an Independent Auditor is used, upon contract award the Government reserves the right to request the name of the auditor to be used if one is not previously identified.

(iii) A signed commitment letter, on company letterhead, from the renewable generator or the authorized representative for the RECs, that states that the renewable generator/authorized representative has committed to supply the RECs herein designated to the REC provider. Failure to provide the commitment letter could preclude the offeror from further Government evaluation.

(4) **PART III - PAST PERFORMANCE.** Information collected in the Experience with Customers form (Attachment II) will be used to contact offeror’s customers and inquire about the offeror’s past performance. By submitting this form, the offeror agrees to permit the Government’s representatives to contact the customers listed and inquire about the past performance of the offeror. Offerors are cautioned to submit accessible references. References that cannot be contacted and/or verified will not be considered. The offeror will be given an opportunity to address unfavorable reports of past performance, and the offeror’s response, or lack thereof, will be taken into consideration. The offeror’s recent contracts will be examined to ensure that corrective measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken by the offeror to correct performance problems will be a reflection of management concern for customer satisfaction. However, such action may not mitigate all negative performance trends. Other past performance data available to the Government will be used in the evaluation of past performance.

(DESC 52.215-9F67)

L805 (DESC AUG 2003)

2. EVALUATION – COMMERCIAL ITEMS (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)

(a) The Government intends to award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used in the evaluation of offers:

1. Price
2. Past Performance

Price is substantially more important than Past Performance.

FAR 52.212-2

M2.15-1 (AUG 2003)

3. AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

DESC K33.01 (JAN 1998)

4. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond 30 September 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-19)

I227 (APR 1984)

5. EXTENSION PROVISIONS (ELECTRICITY)(RENEWABLE ENERGY CERTIFICATES)

(a) For line items priced as other than Firm Fixed-Price, the performance period can be extended for up to six months by mutual agreement of the parties.

(b) For line items priced as Firm-Fixed-Price, the Government may request extension of performance, one or more times, at the existing fixed price and in accordance with the existing contract terms and provisions, so long as the total additional performance does not exceed six months. If the Contractor declines to extend at the existing price, the Government may propose a new firm-fixed-price for the extension. Extension of Firm-Fixed-Price line items must be accomplished by agreement of all parties (bilateral modification). Failure to agree will result in expiration of the contract at the end of the current performance period.

(DESC 52.217-9F30)

DESC I209.15.100 (NOV 2003)

6. STATUTES AND EXECUTIVE ORDERS

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS –
COMMERCIAL ITEMS (FEB 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[X] (4) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

[X] (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

[X] (14) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

[X] (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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- [X] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [X] (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [X] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- [X] (22) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- [X] (25) 52.225-13, Restriction on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [X] (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (30) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: NONE

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)
I1.04 (FEB 2006)

7. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[X] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
[X] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
[X] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract: NONE

(DFARS 252.212-7001)
(11.05 SEP 2005)

8. INSTRUCTIONS (PARAGRAPHS) THAT HAVE BEEN TAILORED TO BE MORE CONSISTENT WITH COMMERCIAL PRACTICE UNDER FAR Part 52.212-1. ALL OTHER INSTRUCTIONS INCLUDED IN FAR 52.212-1 ARE HEREBY INCORPORATED BY REFERENCE (SEE BLOCK 27A OF STANDARD FORM 1449) – (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). A Renewable Energy Certificate (REC) is a derivative product, the market value of which represents the value placed on the environmental benefits of the generation of electricity from specific types of renewable resources. Unlike electricity, which has been determined to be a manufactured item of supply, a REC has been determined to be a non-manufactured item of supply, as it represents an attribute of electricity (generated using renewable resources). Resultantly, the non-manufacturer's rule does not apply to this procurement and the applicable size standard is four million MWh of REC sales annually. Under this standard, businesses selling four million MWh or less RECs per year are considered small.

(c) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 7 days from the date specified for receipt of price offers.

(g) **CONTRACT AWARD (Not Applicable To Invitation For Bids).** The Government intends to evaluate offers and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. If the Contracting Officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of offers in the competitive range to the greatest number that will permit efficient competition among the most highly rated offers. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government will not make an award on any item for less than the quantity specified.

(FAR 52.212-1, **tailored**/DESC 52.212-9F31)
L2.08-6 (JAN 2005)

9. DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K85 (MAR 2004)

10. AGENCY PROTESTS

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L5.01-1 (SEP 1999)

PART III

OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)

(MAR 2005/APR 2002/OCT 2000)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal government;

(4) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other: _____.

(5) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a small business concern.

(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it—

- ☐ is
☐ is not

a veteran-owned small business concern.

(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it—

- ☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- ☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

☐ is
☐ is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

☐ is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)). The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)). The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

NUMBER of EMPLOYEES

☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750

AVERAGE ANNUAL GROSS
REVENUES

☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million

☐ 751 - 1,000
☐ Over 1,000

☐ \$10,000,001 - \$17 million
☐ Over \$17 million

(9) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(iii) **ADDRESS.** The offeror represents that its address—

☐ is
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) **HUBZONE SMALL BUSINESS CONCERN.** **(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER

11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2004) (DFARS 252.225-7020).** (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (JAN 2004), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004) (DFARS 252.225-7035).** (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (JAN 2004) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Insert line item number)

(Insert country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:

(Insert line item number)

(Insert country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

(Insert line item number)

(Insert country of origin (if known))

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ have or
☐ have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)

(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good

Environmental Protection Agency

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for paragraphs

(FAR 52.212-3/Alternates I/II)